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COLLECTIVE AGREEMENT

BETWEEN

THE
GOVERNMENT
OF THE
YUKON TERRITORY

AND

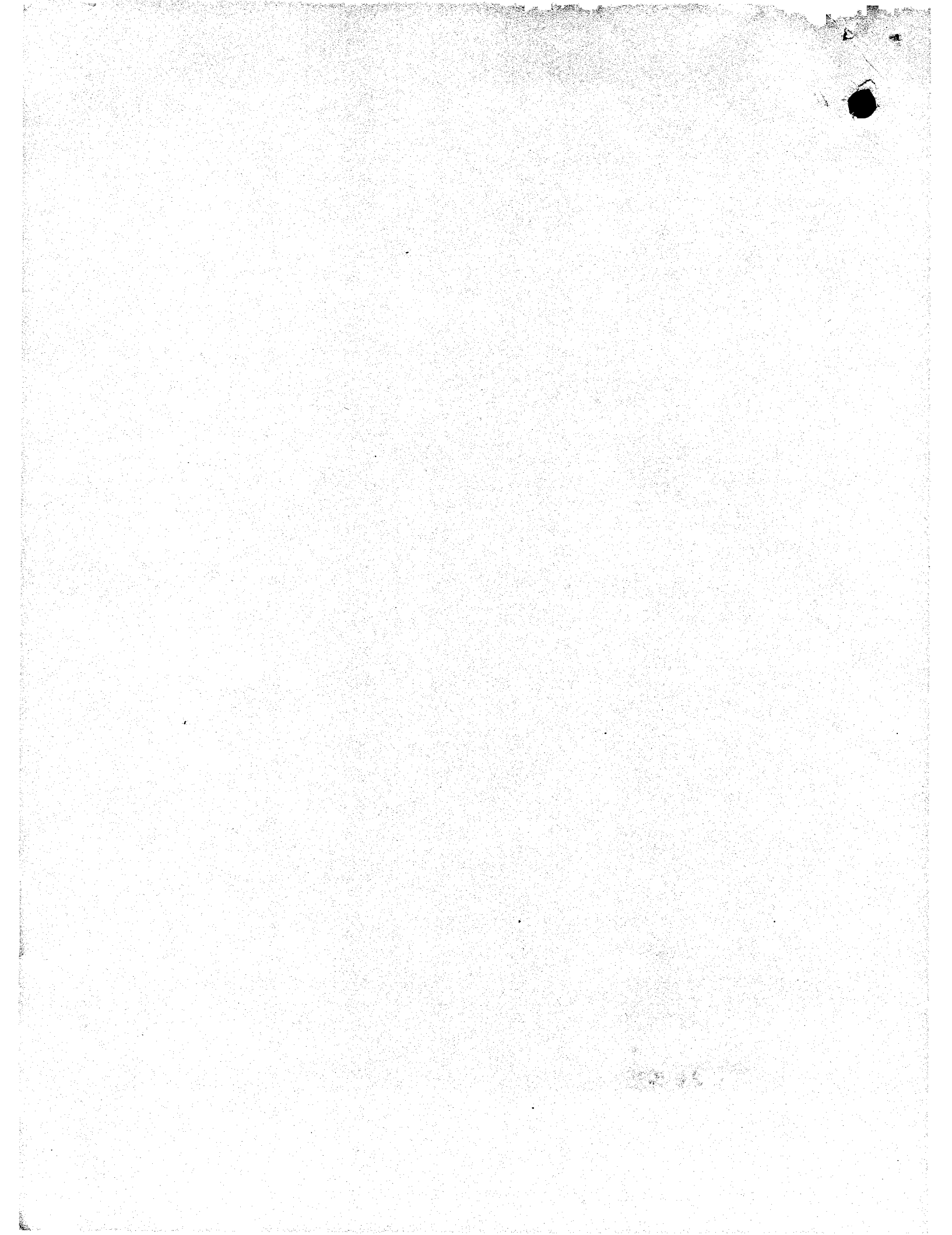
THE
YUKON
TEACHERS
ASSOCIATION

EFFECTIVE JULY 1, 1994 TO JUNE 30, 1997

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05196(06)



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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01** *The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the employer and the Yukon Teachers' Association, and to set forth certain terms and conditions of employment relating to salaries and working conditions affecting employees covered by this Agreement.*
- 1.02** *The parties to this Agreement share a desire to improve the quality of education in the Yukon Territory, to maintain professional standards and produce the highest quality of instructional service, and to promote the well being and increased efficiency of its employees to the end that the students and the people of the Yukon Territory will be well and effectively served. Accordingly, they are determined to establish within the framework provided by the law, an effective working relationship.*

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- a) **"Aboriginal Language Teacher"** means a member of the bargaining unit other than a Teacher, Remedial Tutor or Educational Assistant;
- b) **"Allowance"** means compensation payable for the performance of special or additional duties;
- c) **"Association"** means the Yukon Teachers 'Association;
- d) **"Bargaining Unit"** means the unit of employees covered by the Teachers Staff Relations Part (Part 10) of the Education Act;
- e) **"Biweekly Rate of Pay"** means an employee's annual salary and any applicable allowances divided by **26.000**
- f) **"Commencement date of a teaching cycle"** refers to the date, after the end of reporting period, on which new material is first taught, or it refers, in the case of semestered school, to the beginning day of a new semester or the midpoint thereof;
- g) **"Continuous Service and Continuous Employment"** means uninterrupted employment with the Government of the Yukon Territory and includes the service of a lay-off **re-hired** within a period of two years;
- h) **"Deputy Minister"** means a member of the public **service** responsible for the administration of the Department of Education and includes **his/her** designate;
- i) **"Educational Assistant"** means a member of the Bargaining Unit other than a Teacher, Remedial Tutor, or Aboriginal Languages Teacher;
- j) **"Educational Leave"** means **authorized** leave for study purposes not to exceed one year's duration;
- k) **"employee"** means a member of the Bargaining Unit;
- l) **"employer"** means the Government of the Yukon;

- m) **"Grievance"** means a complaint in writing presented in accordance with Part 10 of the Education Act by an employee on their own behalf or on behalf of themselves and one or more other employees, or by the Bargaining Agent or the employer and includes a policy grievance presented by the bargaining agent or employer;
- n) **"Leave of Absence"** means **authorized** permission to be absent from duty;
- o) **"May"** shall be regarded as permissive, "Shall," and "Will", as imperative, and "Should" as informative only;
- p) **"Membership Dues"** means the dues established pursuant to the constitution of the Association as the dues payable by its members as a consequence of their membership in the Association, and shall not include any initiation fee, insurance premium or special levy;
- q) **"One Days Pay"** means the number of instructional hours per day divided by 950 hours times the employee's annual salary plus applicable allowances;
- r) **"Part-time employee"** means an employee appointed pursuant to the Education Act to work fewer instructional hours per instructional day than a full-time employee or an employee who works full-time for less than a full school year;
- s) **"Principal"** means a teacher who is appointed or designated to be a principal pursuant to the Education Act;
- t) **"Remedial Tutor"** means a member of the Bargaining Unit other than a Teacher, Educational Assistant or Aboriginal Languages Teacher;
- u) **"Representative"** means an employee who has been elected or appointed to represent the Association;
- v) **"Rural School"** includes all schools outside Whitehorse city limits except Golden Horn Elementary School;
- ★ w) **"Spouse"** means:
- i) a lawful husband or wife; or

- ii) a person living in a common-law relationship with the employee. A common-law relationship **will** exist when, for a continuous period of at least one (1) year, an employee has lived **with** a person in a relationship of some permanence as a couple, lives and intends to live with that person as a couple, and signs a Statutory Declaration to this effect.

It is agreed that a common-law spouse **will** be covered by any federal benefit plan provided for in this collective agreement to the extent that the plan provides coverage for a spouse.

- x) ***Substitute Teacher**” means a teacher employed to replace a teacher who is **temporarily** absent from regular duties;
- y) **“Superintendent”** means a superintendent of schools appointed by the Minister and assigned duties pursuant to the Education Act;
- z) **“Teacher”** means a member of the Bargaining Unit holding a valid and subsisting **certificate** of qualification, or a letter of permission, issued pursuant to the regulations who is appointed or employed pursuant to the Education Act to give instruction or to administer or supervise instructional service in a school but does not include an Aboriginal Languages Teacher;
- aa) **“Vice-Principal”** is a teacher who is responsible for assisting the principal in the **organization**, administration and supervision **of** the school;

2.02 General:

Wherever the singular is used in this Agreement, the same shall be deemed to include the plural.

2.03 Except as otherwise provided in this Agreement, the expressions used in this Agreement,

- a) If defined in the Education Act or in the Regulations made thereunder, have the same meaning as given to them in that Act and pursuant Regulations and
- b) If defined in the **Interpretation** Act, but not defined in the Act or Regulations mentioned in paragraph (a) above, have the same meaning as given to them in the Interpretation Act.

ARTICLE 3

APPLICATION

- 3.01** *The provisions of this Agreement apply to the Yukon Teachers' Association, the employees and the employer.*

ARTICLE 4

EMPLOYER'S RIGHTS

- 4.01** *Except to the extent provided herein, this Agreement in no way restricts the authority of the employer.*

ARTICLE 5

ASSOCIATION RECOGNITION

- 5.01** *The employer **recognizes** the Yukon Teachers' Association as the exclusive Bargaining Agent for all employees in the Bargaining Unit.*
- 5.02** *Notwithstanding Article 5.01, where in a particular circumstance the employer is unable to provide teaching services to a community within the framework of the terms and conditions of employment specified in the agreement, the employer may improve the terms and conditions of an employee for a specified period, and the Association shall be notified of the improvement prior to implementation.*

ARTICLE 6

APPOINTMENT OF REPRESENTATIVES

- 6.01** *The employer acknowledges the right of the Yukon Teachers' Association to appoint a reasonable number of employees as representatives with respect to the grievance procedure.*

ARTICLE 7

TIME OFF FOR ASSOCIATION BUSINESS/REPRESENTATIVES

7.01 Meetings with the Employer:

Where operational requirements permit, Association representatives shall be granted leave with pay to attend Joint Consultation meetings called by the employer or the Association when both parties agree they should occur.

7.02 Yukon Teachers Staff Relations Board Hearings:

Where the Yukon Teachers Staff Relations Board has received a complaint in accordance with section 260 of the Education Act, the employer, where operational requirements permit, will grant leave with pay to:

- a) An employee who makes a complaint on his or her own behalf;*
- b) A Representative who acts on behalf of an employee or who acts on behalf of the Association making the complaint; and*
- c) An employee called as a witness by the Yukon Teachers Staff Relations Board or the Association.*

7.03 Mediation and Arbitration Hearings:

The employer will grant leave with pay to a maximum of four (4) employees representing the Association before a Mediator or Arbitrator.

7.04 Meetings During the Grievance Procedure and Adjudication:

- 1. Where operational requirements permit, the employer may grant to an employee presenting a grievance or to a Representative of the employee presenting the grievance, leave with pay to discuss the grievance with the employer's Representative;*
- 2. Where operational requirements permit, the employer will grant leave with pay to an employee who is a party to adjudication, to an employee who is called as a witness during an adjudication hearing and to an Association Representative of the employee who is a party to the adjudication.*

7.05 **Contract Negotiation Meetings:**

63D/1 Where operational requirements permit, four (4) **employees** will be granted leave with pay to attend contract negotiation meetings on behalf of the Association. The Association shall pay substitute employee costs incurred as a result of these meetings.

7.06 **Preparatory Contract Negotiation Meetings:**

Where operational requirements permit, the employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

7.07 **Association President:**

- 63J/1
1. Upon the request of the Association to the Deputy Minister, the Deputy Minister shall release the President of the Association from regular duties to conduct Association business for a **period** of one (1) school year. The request for absence must be received by the Deputy Minister in **writing** before May **31st**.
 2. Where an employee has been granted leave in 7.07 (1), such leave shall be without pay, provided that the employer shall pay to the Association an amount equal to the value of what the employee would have earned as compensation had he or she continued with his or her regular teaching duties. Payment shall be in three (3) instalments,, paid in August, January and April of each year. In this context "compensation" means all forms of pay, benefits and perquisites including all forms of holiday pay or leave and eligibility for an experience increment but excluding allowances paid or provided directly or indirectly by or on behalf of the employer to or for the benefit of an employee.
 3. The employer **will** endeavour to place the employee upon return from the position of President of the Yukon Teachers' Association to the same position or an equivalent position within the same community unless otherwise agreed to by the employee and employer.

7.08 **Association Business:**

63K/3 Where operational requirements permit, an individual, designated by the Association, **shall** be granted leave without pay providing:

- a) the leave is requested in advance, and*
- b) the total leave granted pursuant to this article has not exceeded **30** days in the school year, with no more than **10** days per individual employee.*

ARTICLE 8

CHECK OFF

- 1/5 2/1
- 8.01** *The employer will, as a condition of employment, deduct an amount equal to the amount of membership dues once a month from the pay of all employees.*
- 8.02** *The Association shall inform the employer in writing of the **authorized** monthly deductions to be checked **off**.*
- *8.03** *For the purpose of applying clause **8.01**, deductions from pay for each employee in respect of each month will start with the **first** full month of employment.*
- 8.04** *The amounts deducted in **accordance** with clause **8.01** shall be deposited to the account of the Association by the **20th** day of the month following the month in which the deductions are made. Particulars **identifying** each employee and the deductions made shall be mailed to the Association by the **20th** of the same month.*
- 8.05** *The Association agrees to indemnify and save the employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the employer.*
- 8.06** *The employer agrees to enter the respective amounts deducted **according** to clause **8.02** on each employee's **T4** tax information.*

ARTICLE 9

INFORMATION

- 9.01** *The employer agrees to supply the Association each September with the name, geographical location and certification of each employee, and thereafter any pertinent changes as they occur.*
- 9.02** *The employer agrees to supply each employee with a copy of the Collective Agreement.*
- 9.03** *The employer agrees to provide the Association with a report indicating the distribution of employees by category and years of experience prior to the commencement of contract negotiations.*
- 9.04** *The employer agrees to supply the Association, upon request, with a list indicating the gross salary per employee and any applicable allowance paid.*
- 9.05** *The employer will supply each school in the Territory and the Association with one copy of the "Superannuation Act Booklet".*
- 9.06** *The Association agrees to supply to the employer a list of the names of the members of the Associations Executive each September and any pertinent changes thereafter.*
- 9.07** *The Association agrees to supply to the employer a list of the names of the Association's Representatives each September and any pertinent changes thereafter.*
- 9.08** *The employer agrees to supply the Association with copies of employer directives, policies and related information pertaining to working conditions not covered by this Agreement, the Education Act or pursuant Regulations, which affect members of the Bargaining Unit.*
- 9.09** *The employer agrees to supply the Association and each school with a copy of the Government Housing Policy.*
- 9.10** *Upon written request from an employee, the employer agrees to supply an interpretation of any variation in standard deductions of salary payments*
- 9.11** *The employer shall provide employees, at the beginning of each school year (no later than October **15th**), with the following information:*
- a)** *employee number and position number*
 - b)** *salary category and basic annual salary*

- c) years of teaching experience
- d) receivable allowances
- e) employment status: permanent, probationary
temporary, full-time
part-time (**% thereof**)
- g the number of sick and special leave credits **accrued**
- g) employee **'s** pension plan

ARTICLE 10

GRIEVANCE PROCEDURE

10.01 Grievance Procedure Guidelines

An employee with the representation of the Association throughout, may present a grievance in accordance with the provisions of the Education Act.

10.02 *The Association shall not be entitled to present a grievance on behalf of an employee without the written consent of the employee.*

10.03 *Where an employee is represented by the Association in the presentation of a grievance:*

- a) The Association shall have the right to consult with the employer at each level of the grievance procedure; and*
- b) A copy of the employer's decision at each level shall be sent to the Association at the same time it is conveyed to the employee.*

10.04 *A grievance of an employee shall not be deemed to be invalid by reasons only of the fact that it is not presented in accordance with the forms supplied by the employer.*

10.05 *Where it appears that the nature of the grievance is such that a decision cannot be given below the Second Level of **authority**, the previous level may be eliminated by agreement between the Deputy Minister and the employee, and where **applicable**, the Association.*

***10.06** *The grievance shall be processed by recourse to the following levels, as required by the Act.*

First level - Superintendent

Second level - Deputy Minister

Third level - Public Service Commissioner.

10.07 *A grievance may be presented to the First Level not later than **10** instructional days after the date on which oral or written notification is received or on which the employee first becomes aware of the circumstances giving rise to the grievance.*

10.08 *The First Level Officer shall respond to the grievance within **10** instructional days of hearing the grievance.*

- 10.09** The grievance, where appropriate, may be presented to the **Second Level** Officer **within 10** instructional days of receipt of the response from the First Level Officer where the written decision conveyed is unsatisfactory or within **15** instructional days of presentation of the grievance where no written decision has been conveyed.
- 10.10** The Second Level **Officer shall** respond to the grievance within **20** instructional days.
- 10.11** An employee may, by written notice to the grievance officer, abandon the grievance.
- 10.12** An employee who **fails** to present a grievance within the prescribed time limits shall be deemed to have abandoned the grievance, unless, due to circumstances beyond the employee's control, the prescribed time limits could not be met.
- 10.13** In instances of discipline of **permanent** teachers based on misconduct or dismissal based on performance, the parties agree that the following principles **will** be employed:
- a)** the employee concerned has the right to be represented by a member of his/her Association;
 - b)** the employee is **entitled** to the **written** reasons for the employer's decision;
 - c)** the employee is, depending upon the particular circumstances of his/her situation, generally entitled to a reasonable period in which to demonstrate his/her rehabilitation;
 - d)** the circumstances giving rise to the discipline will not be released to the public except by mutual agreement or unless circumstances dictate;
 - e)** the rules of natural justice will apply;
- 9** the employer must have just and reasonable cause for its actions.

ARTICLE 11

PROFESSIONAL DEVELOPMENT

- 11.01.
1. *The Professional Development fund will provide for the Education Leave in Article 15, administrators' professional development, curriculum 2000 implementation, rural professional development incentives and other activities approved by the Trust Management Committee. Where in-service, conferences or workshops sponsored by the fund result in substitute teacher costs, such costs will be covered by the fund.*
 2. *The Yukon Teachers' Association membership will contribute an additional .05% deduction from the salary grids, for a total of .25% from the salary grids, as the Association contribution to the Professional Development Fund.*
 3. *Effective the date of signing of the 1993-94 collective agreement, the employer will match the contribution referred to in Article 11.01.2 to a maximum of \$73,000.*
 4. *The Professional Development Fund shall consist of the combined amounts from Articles 11.01.2 and 11.01.3, excluding funds to cover educational leave pursuant to Article 15.*
 5. *Should any additional classes of employees be added to the bargaining unit the parties **will** meet to negotiate the amount of the adjustment to the **Professional** Development Fund. Failure to reach agreement shall be subject to the grievance procedure.*
 6. *The Professional Development Fund shall be administered as though it were a Trust Fund.*
 7.
 - 1) *There shall be a one-half time (.5) Professional Development Coordinator established within the Yukon Teachers' Association. The incumbent will be the MA Professional Development Chairperson. This position will be funded equally by the YTA and the employer, to a maximum of \$17,000 from the employer.*
 - 2) *Funding arrangements for the Coordinator will be as provided for the Association President in Article 7.07.*
 8. *Any amount retained in the professional development account at the end of the school year, in respect of which there is not liability for training **carried** out in the school year to which the fund applies, shall be retained in the account.*

9. *At the end of each school year the Association **will** provide to the Deputy Minister an accounting of all activities, and expenditures from the Professional Development Fund and will provide the names of all participants.*

11.02 Joint Administration of Professional Development

1. *Monies provided to the Association pursuant to this article and interest earned by such monies shall be administered on a day to day basis by the Association's Professional Development Committee to which the Department of Education may appoint a representative.*
2. *A joint Trust Fund Management Committee shall be established consisting of two representatives from the Association and two representatives from the Department of Education. The purpose of this committee is to annually establish the parameters for professional development. These parameters are to provide the scope of activities that may be approved by the Association's Professional Development Committee. The Joint **Trust** Fund Management Committee should meet in the spring of each year to establish parameters of activities for the coming school year. **The** committee will also meet at the end of each semester for the purpose of reviewing and monitoring activities to date. The Committee may also meet at any time at the request of either the Association or the Deputy Minister.*
3. *Before the amount established in **11 .01. 1** is advanced to the Association, the Trust Fund Management Committee will submit to the Deputy Minister for approval, an outline of the program which the Association proposed to carry out during the school year and an estimate of the expenditure which will be incurred.*
4. *The Association shall have the right to expend monies from the Professional Development Fund in accordance with the previously approved program plan and expenditure outline mentioned in 3 above. Any expenditures which would deviate **from** the approved program plan and expenditure outline must have the prior approval of the Deputy Minister.*

- 11.03** *All employees who wish to participate in the professional development program shall make application to the Association's **PD** Committee for participation and where the participation is approved by the Association, through the Association to the employer for leave of absence.*

11.04

Each such application for leave of absence shall be submitted to the employer at least ten (10) working days prior to the requested dates for leave. Where the participation of the employee in the professional development program has been approved by the Association's P.D. Committee, subject only to the overriding operational requirements, the employer shall grant the employee leave of absence with pay for the period of professional development, and special leave not exceeding two (2) days for the purpose of related travel.

11.05

At the discretion of the Deputy Minister, leave with pay may be granted to employees attending conference for the purpose of professional improvement, inside or outside of the Yukon.

11.06

Notwithstanding the amounts identified in the foregoing provisions for the 1993-94 collective agreement, the employer's future financial contribution under this Article shall be determined through collective bargaining.

ARTICLE 12

PART-TIME EMPLOYEES

12.01 a) Part-time employees are entitled to be paid for services rendered pro-rated on the basis of the instructional hours worked per instructional day in accordance with Appendix "A", "B", "C" or "D".

77/K

b) When a part-time employee is required by the employer to attend an **in-service**, the part-time employee will be paid their daily rate pro-rated based on the full-time equivalent salary.

77/D 12.02 A part-time employee shall earn sick leave credits pro-rated on the basis of the instructional hours worked provided the employee has received at least ten (10) working days pay within each calendar month.

12.03 A part-time employee shall earn special leave credits pro-rated on the basis of the instructional hours **worked** provided the employee has received at least ten (10) working **days' pay** within each calendar month.

77/G

12.04 A part-time employee is entitled to be paid an experience increment pro-rated on the basis of the instructional time worked per instructional day and **the** increment date shall be established in accordance with Article 14.06.

77/J 12.05

Part-time employees shall be entitled to all benefits within the articles of this agreement and their benefits shall be pro-rated on the basis of instructional hours worked in comparison to full-time employees.

ARTICLE 13

PAYMENT OF SALARIES

- 13.01**
- a) *Employees shall be paid a salary for services rendered in accordance with the appropriate Appendix calculated on a biweekly rate of pay basis.*
 - b) *A Teacher appointed to a position which required the performance of special or additional duties, as designated in Appendix "A", Schedule II, shall receive an allowance in accordance with Schedule II, calculated on a biweekly rate of pay basis, in addition to the salary referred to in 13.01 (a) above.*

13.02 *Remedial Tutors and Aboriginal Language Teachers and Educational Assistants shall be paid for services rendered in accordance with Appendix "B", "C" and "D" respectively.*

13.03 **Official Rate of Pay**

An employee's official rate of pay shall be the annual rate calculated biweekly rounded off to the nearest cent.

13.04 **Pay Periods**

- a) *All employees shall be paid biweekly beginning the first pay day in September and continuing on every alternate Friday, or in accordance with mutual agreement between the employer and the Association.*
- b) *All employees shall be paid the balance of their salary, less one pay cheque on the last pay day which falls within the school year. The final pay cheque less any necessary deductions shall be paid on the following scheduled pay day.*
- c) *Notwithstanding receipt of the above payment, Principals and other employees in receipt of an administrative allowance in accordance with Appendix "A", Schedule II, shall continue to perform their administrative responsibilities associated with the payment of an allowance to the satisfaction of the Deputy Minister.*

13.05 **Acting Pay**

- 47/05
- a) *A teacher appointed by the Superintendent to act in the absence of a Principal or Vice-Principal in excess of five (5) accumulated instructional days per school year shall be entitled to receive a daily allowance from the time of appointment to the termination of the acting appointment in accordance with Appendix "A", Schedule II.*

- b) The daily allowance mentioned in **13.05(a)** above, shall be calculated by dividing the allowance to be paid in accordance with Appendix "A", Schedule II, by the number of instructional hours per day divided by **950** hours for each day the employee has acted, provided the employee has acted in excess of **five (5)** instructional days.
- c) Effective September **1, 1991**, the qualifying period **shall** be reduced to three **(3)** cumulative days.

13.06 **Special Services:**

- a) A Teacher, other than a Teacher in receipt of an allowance in accordance with Appendix "A", Schedule II, who agrees to render educational services during a vacation period at the request of the **employer** shall be paid the number of **instructional** hours divided by **950** hours times the employee's annual salary for each day of work, in accordance with Appendix "A", Schedule I.
- b) A Teacher who is in receipt of an allowance in accordance with Appendix "A", Schedule II, and who agrees to render service during a vacation period at the request of the employer, and if such service is over and above the service required in return for the allowance pursuant to Appendix "A", Schedule II, the teacher shall be paid the number of instructional hours divided by **950** hours times the employee's annual salary for each day of work in accordance with Appendix "A", Schedule I.

ARTICLE 14

APPLICATION OF APPENDIX "A", SCHEDULE 1

(Basic Teacher Salary Schedule)

14.01 *A Teacher's placement on the salary schedule in Appendix "A", Schedule I, shall be determined in accordance with:*

- a) The salary category provisionally assigned by the Registrar, pending the final decision of the Teachers Qualifications Board, with respect to the credentials of a Teacher, and*
- b) the number of years of teaching experience.*
- c) The joint assessment of Teacher qualifications and experience as per (a) and (b) above shall determine the placement of the Teacher in accordance with Appendix "A", Schedule I.*

14.02 **Experience Evaluation:**

The Teacher Qualification Board shall evaluate the previous teaching experience of a Teacher for salary purposes.

14.03 **Experience increment:**

- a) Full credit shall be granted to teachers for teaching experience and to tutors for tutoring experience in accredited schools subject to:*
 - i) A minimum of eight (8) months' full-time instructional employment during a school year is required to constitute a year's experience.*
 - ii) A minimum of eight (8) months' full-time instructional employment that are combined from two periods of employment in consecutive school years will constitute a year's experience.*
 - iii) Services as a full-time teaching member of a Teacher Education Program as **recognized** by the Department of Education of the Yukon Territory for certification purposes shall carry full experience.*
- b) Non-Teaching Experience**
 - i) Years of experience in an occupation or occupations closely related to the employee's main teaching subject or subjects may be **recognized** for placing the Teacher on the salary scale.*

- ii) Each two years of such experience, if **recognized**, shall be **recognized** as one year of teaching experience to a maximum of five years.
- iii) The recognition of such experience shall not result in a salary which exceeds the maximum in the category on which the Teacher is paid his or her annual basic salary.

14.04 Increment Dates:

- 1. An employee's anniversary date for an experience increment shall be the first day of the **first** school term and every year thereafter, except
- 2. Where an employee has not completed a minimum of eight (8) months of full-time instructional employment in an accredited school, in the previous school **year**, the employee's anniversary date for an experience increment shall be January **1st**, provided the employee completes a combined total of a minimum of eight (8) months of full-time instructional employment in two consecutive school years prior to January **1st**.

14.05 Experience Increment Where Leave of Absence Authorized by the Employer:

- 1. Two periods of full-time instructional employment in consecutive school years will combine to constitute a year's experience, where:
 - i) In the first school year the employee works a minimum of six (6) months of, full-time instructional employment followed by a period of contiguous **authorized** leave of absence, and
 - ii) The employee returns in the school year immediately following the first year, without a break in service, and works for a period of full-time employment which would provide for a total period of not less than eight (8) months of full-time instructional employment when combined with the experience in (i) above.
- 2. Where an employee returns to work in the second consecutive school year following the termination of **authorized** leave, and qualifies for an experience increment in accordance with (1) above, the employer shall change the employee's experience increment date to:
 - i) January **1st** in the second consecutive school year where the employee qualified for the experience increment prior to January **1st**, or

- ii) *the first day of the first school term, where the employee qualified for the experience increment after January 1st of the second consecutive school year.*

14.06 Part-Time Experience Increment

A part-time employee who has completed the equivalent of five (5) months of satisfactory full-time instructional employment in a school year shall be entitled to receive half of one experience increment. The effective dates for the receipt of the increment shall be January 1st or September 1st.

14.07 Granting of Increment

- a) *Subject to 14.03 above, an experience increment to the limits prescribed in Appendix "A", Schedule I for Teachers or Appendix "B" for Remedial Tutors or Appendix "C" for Aboriginal Language Teachers or Appendix "D" for -Educational Assistants will be granted to an employee, provided the employee's service during the previous school year was satisfactory.*
- b) *An experience increment may be withheld, or in the case of an employee at maximum increment level, an experience increment may be withdrawn in the succeeding year, if the employee's service has been unsatisfactory during the current school year, as evidenced by the appropriate evaluations.*
- c) *In cases where an experience increment will be withheld or withdrawn, the employee shall be informed in writing of the reason for such action not later than November 1st, where the experience increment is due the following January 1st, or April 15th, where the experience increment is due the following September 1st.*
- d) *Notwithstanding the above, the experience increment may be granted in subsequent years, if the written evaluations indicate satisfactory service and professional growth during the school year.*

- 14.08 a) *Notwithstanding any other provision of the collective agreement, no employee shall be granted an increment for experience pursuant to Article 14 for the 1992-93 school year, and where one is granted, it shall be recovered. The Association retains the right to negotiate a retroactive increment for employees affected by this clause.*
- b) *Article 14.07(c) shall not be applicable for the 1992-93 school year.*

ARTICLE 15

EDUCATIONAL LEAVE

- 15.01** Employees with a minimum of five (5) instructional years of service within the immediately previous six (6) years, shall be eligible to apply for educational leave of one (1) year's duration.
- 15.02** The period of educational leave shall normally be from September 1st of one year to August 31st of the following year, however, where operational requirements permit, another period for educational leave purposes, not exceeding one (1) year's duration, may be approved by mutual agreement between the employee and the employer. Such additional period shall be without pay.
- 15.03** The number of openings for educational leave shall not be less than the equivalent of four (4) person years in any one year.
- 15.04** Candidates wishing to apply for educational leave shall submit a written application not later than February 1st, in any school year, to the employer with a copy to the Association. The written application shall contain the employee's planned course of studies, the name of the institute, an explanation of why the course of studies **will** benefit the education system and the employee, and the period of educational leave requested.
- 15.05** The Association, prior to March 1, in any school year, shall recommend candidates to the Deputy Minister.
- 15.06** The Deputy Minister, **after** reviewing all applications for educational leave, plus the recommendations of the Association and the recommendations of the Public Schools Branch, shall **determine** the employees to be granted educational leave.
- 15.07**
- a) An employee who is granted educational leave shall be entitled to receive a biweekly stipend calculated on the following basis:
 - i) **50%** of the employee's salary,
 - ii) **10%** for the first dependent, and
 - iii) **10%** for the second dependent.
 - b) "Dependent", for educational leave purposes means an employee's wife, husband, child or a dependent residing with the employee.

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*The total of the stipend for educational leave purposes referred to in 15.07 above, shall not, under any circumstances, exceed **70%** of the employee's salary.*

15.09

- 1. An employee who has been granted educational leave shall be paid in advance of his or her departure from Yukon a sum equivalent to a return economy air fare between Whitehorse or Watson Lake and Edmonton or Vancouver.*
- 2. Where the employee submits a declaration confirming that the sum will be used for the purpose of transporting the employee to and from the educational institution concerned, the payment shall not be deemed to be a part of the employee's remuneration.*
- 3. An employee who fails to complete the educational assignment for which the leave was granted shall be required to repay, in full or in part, the sum provided for transportation of the employee over the period not exceeding thirteen **(13)** nor less than eight **(8)** biweekly pay periods.*

15.10

An employee granted educational leave shall:

- i) Undertake to return to teaching duties in the Yukon at the beginning of the school year following the expiration of the educational leave or, if a period of contiguous leave of absence is **authorized** by the employer, upon its expiration, and*
- ii) Undertake to teach for a two **(2)** year period after **re-commencement** of duties, and*
- iii) Undertake to repay a pro-rated amount of the allowance specified by the employer where the employee **fails** to attend the institute named, or to adhere to a proposed or alternate course of studies which is acceptable to the employer.*
- iv) provide the employer with an official transcript of courses taken while on educational leave.*

15.11

- 1. An employee who resigns or retires during the two **(2)** year period following the completion of educational leave or a contiguous period of leave of absence in relation thereto, shall repay the stipend and air fare noted in this article.*

2. Notwithstanding (1) above, where an employee resigns for or retires due to ill health during a period of educational leave or the two year period following the completion of educational leave or a contiguous period of leave of absence in relation thereto, the employee shall not be required to repay the stipend and air fare, provided the circumstances of the resignation or retirement are substantiated in writing by the employee's physician to the satisfaction of the Deputy Minister. The Deputy Minister may request verification of the employee's physician's statement by a medical doctor of the Deputy Ministers choice. Under exceptional circumstances the Deputy Minister may waive the return **service** commitment.

15.12 The employer will endeavour to place an employee upon return from educational leave to the same or an equivalent position and, if possible, within the same community.

15.13 The Deputy Minister may, subject to agreement with the employee concerned, arrange for an employee who has been granted educational leave, to be assigned educational duties prior to **and/or after** the duration of the study time. While **performing** these duties, the employee shall receive the number of instructional hours per day divided by **950** hours times the employee's annual **salary** for each instructional day.. The Association shall be notified of the terms of the agreement.

- 15.14**
1. Where an employee who has been granted educational leave requests an advance of remuneration, an advance not exceeding **\$2500** shall be awarded.
 2. Where an advance is provided under (1) above, **the** biweekly stipend due to the employee while on educational leave shall be reduced on a basis pro-rated for the period of leave, by an amount sufficient to recover the entire advance over the period of **authorized** educational leave involved.

ARTICLE 16

ATTENDANCE AT COURSES

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- 16.01**
- 1. Where the employer directs an employee to attend a course the employee shall be paid a salary in accordance with the appropriate Appendix, and continue to accrue sick and special leave benefits, and the employer shall pay the cost of any substitute required, and*
 - 2. The employer shall pay the cost of tuition, transportation, and the employee shall receive travelling expenses in accordance with the employer's policy on travel.*

ARTICLE 17

LEAVE - GENERAL

- 17.01**
1. When the employment of an employee who has been granted more sick leave or special leave with pay than earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted.
 2.
 - a) When the employment of an employee who has been granted more sick or special leave with pay than earned is terminated by lay off, the employer will not recover the sick or special leave advanced.
 - b) If an employee **terminated** under clause **17.01(2)(a)** is subsequently **re-employed** and service is considered to be continuous, sick or special leave advanced but not earned prior to lay off shall be deducted from any sick or special leave credits subsequently earned.

17.02 **Leave Requests**

1. Subsequent to subsection **(3)**, where an employee is requesting sick leave, special leave, injury on duty leave, court leave or leave of absence without pay, the employee shall complete the appropriate leave application form in advance of the dates requested and forward it to the Principal of the school.
2. **The** Principal shall advise the employer whether operational requirements of the school permit the leave to be approved or not approved
3. Applications for sick or special leave should be applied for in writing on the appropriate leave application form in advance of the dates required, and where not practicable, immediately following the employee's return to work.
4. **All** leave applications requests must have the approval of the employer before the leave requested shall be **authorized** as official leave with pay or as **official** leave without pay.

ARTICLE 18

SPECIAL LEAVE

- 18.01
1. An employee shall be credited with six (6) days special leave credits upon commencement of the first ~~year~~ of service and upon commencement of each continuous year of service thereafter.
 2. All unused special leave credits shall be carried over from one year to the next and shall be accumulated to a maximum of thirty (30) instructional days.
 3. An employee on leave of absence without pay, under suspension, except under section 191(3) of the Education Act, or on educational leave shall not earn special leave credits.
 4. An employee is not eligible for special leave with pay for any period during which the employee is on leave of absence without pay or on educational leave or under suspension.
 5. When an employee has **terminated** service with the employer, accumulated special leave credits shall be banked and made available to the employee upon return to service with the employer, provided such return is within five (5) years of leaving.

18.02 **Compassionate Leave**

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1. An employee shall be granted special leave with pay for a period of up to five (5) instructional days where there is a serious illness or death in the employee's immediate family. The employer may request a physician's statement to verify a serious illness. Where special leave is granted in the event of a death, the leave shall be taken contiguous to the date of death.
 2. In addition, an employee may be granted up to two (2) instructional days special leave to travel in relationship to special leave granted in (1) above. Where such special leave requires the employee to reach a destination outside of the Yukon Territory, an employee may, if requested, be granted up to two (2) further instructional days' special leave to travel in relationship to the special leave granted in (1) above, save and except employees residing in Whitehorse, Watson Lake or Carcross.

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3. Immediate family, for the purposes of compassionate leave, is **defined** as mother, father, sister, brother, spouse, son, daughter, **mother-in-law**, father-in-law, sister-in-law, brother-in-law, son-in-law, **daughter-in-law**, foster child, grandparent and any relative permanently residing in the employee's household or with whom the employee permanently **resides**.
 4. In the event an employee visits a seriously ill family member covered under (3) above, and returns to employment and the family member subsequently passes away, the employee will in this case be eligible for two additional days of special leave should they attend the funeral. These two additional days can be added to any residual days not taken under (1) above. It is understood that the special leave for travel provided for in (2) above will apply only once in such a case but may be split between the two trips.
 5. Subject to operational requirements, up to six (6) employees will be granted up to one-half (1/2) day's leave without loss of pay to act as pall bearers at the funeral of an employee or student of the school.

18.03 **Illness**

Where an employee satisfies the employer that care is required for sick dependents or a sick person permanently residing with the employee, the employer shall grant special leave with pay. A maximum of five (5) consecutive instructional days may be taken at any one given time. Special leave shall be granted within the context of this sub clause for an employee whose spouse requires care.

18.04 **Medical and Dental**

1. When it is not possible for an employee to arrange medical or dental appointments for **him/herself** or his/her dependents outside hours of work, special leave with pay will be granted for periods not in excess of one-half (1/2) day;
2. Notwithstanding (1) above, the employer shall have the right to request documentation for the need and time of an employee's medical or dental appointment.

Legal and Other Business

1. *During each school year, an employee who is employed in a school outside the City of Whitehorse may be granted one (1) day's special leave for the purpose of carrying out legal or similar business which cannot be transacted in the community in which the employee is located, provided:*

- a) *The purpose for which the leave is requested is identified on the application, and*
- b) *Where the employer so requests, documentary evidence of the business conducted is made available for the scrutiny of the employer.*

This leave is restricted to use within the Yukon and is subject to operational requirements.

2. *A rural employee granted special leave pursuant to (1) above may, in conjunction with that leave, but only once in each school year, be granted up to one day's special leave for the purpose of travel. The travel day may be split and taken on either side of the legal and other business day leave.*

18.06 *Where an employee has insufficient credits to permit the granting of special leave within the meaning of this article, leave up to a maximum of six (6) instructional days may, at the discretion of the Deputy Minister, be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned.*

18.07 *At the discretion of the Deputy Minister, special leave with pay may be granted when circumstances not directly attributable to the employee prevent the reporting for duty.*

ARTICLE 19

SICK LEAVE

PURPOSE

Sick leave is intended to provide employees with a degree of protection against income loss where the employee is prevented, by illness or injury from performing the employee's normal employment duties.

19.01 Sick Leave Credits

1. *An employee shall earn sick leave credits at the rate of one and **one**-half days (1 1/2) days for each calendar month for which at least ten (10) days' pay has been received, up to a maximum of **fifteen (15)** days in any school year. Where- a school year has been varied and an employee is not eligible to earn at least ten (10) days' pay for the calendar months of June or August, the employee shall not be **disentitled from** earning sick leave credits under this formula solely by reason of the variation in the length of the school year.*
2. *All unused sick leave credits shall be carried over **from** one year to the next and shall be accumulated indefinitely.*
3. *An employee on leave of absence without pay, under suspension, except under section **191(3)** of the Education Act, or on educational leave shall not earn sick leave credits, and shall not be eligible for sick leave.*
4. *When an employee has terminated service with the employer and does not elect to receive a pay-out of sick leave as per article **19.04**, accumulated sick leave credits shall be "Banked" and made available to the employee upon return to service with the employer, provided such return is within five (5) years of leaving.*
5. *There is no maximum to the number of days of sick leave that may be accumulated.*
6. *Each employee shall receive by September **30**, an annual accounting of his or her accumulated sick leave as to August **31**.*

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Granting of Sick Leave

1. *Subject to the provisions of this article, an employee who is unable to perform his or her duties because of illness, injury or quarantine, may be granted sick leave with pay up to the maximum of accumulated, unused sick leave credits.*
2. *An employee shall be granted sick leave with pay when unable to perform his or her duties because of illness, injury or quarantine, provided that the employee has the necessary sick leave credits.*
3. *Where an employee is granted a period of sick leave in excess of six (6) consecutive instructional days, the employee may be required to satisfy the employer of this condition in such a manner and at such time as may be determined by the employer.*
4. *This article shall not be interpreted as restricting the employer from disciplining an employee for the misuse of sick leave, including the recovery of wages paid as a result of such misuse.*

Granting of Advance Sick Leave

1. *Notwithstanding articles 19.02(1) and 19.02(2), an advance of sick leave up to fifteen (15) days may also be granted to the employee upon the approval of the employer. In exceptional circumstances, the Deputy Minister may advance an additional fifteen (15) days.*
2. *In determining the eligibility of an employee for an advance of sick leave, the employer shall take into account the length of service of the employee, the employment record of the employee, and the capacity of the employer to secure reimbursement if the advance is not liquidated by future sick leave earnings.*
3. *An advance of sick leave credits shall be repaid by deduction from future sick leave earnings, or where the employee's service is terminated before the advance is repaid, by a deduction from compensation otherwise owed to the employee.*

Pre-Retirement Leave

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An employee who retires from the Public Service and who is entitled to and is in receipt of an immediate annuity or an immediate allowance under the Superannuation Plan may convert up to a maximum of **thirty-three and one-third percent (33 1/3%)** of the total earned but unused sick leave credits, to a maximum of sixty **(60)** days, to a paid **pre-retirement** leave. Such **pre-retirement** leave shall be taken during the period immediately prior **to** the employee's effective date of retirement. An employee may elect to receive an equivalent cash payout in lieu of **pre-retirement** leave.

ARTICLE 20

OTHER LEAVE

20.01 Personal Leave

1. *Where in a school year an employee has earned a minimum of ten (10) days sick leave and these days remain unused upon completion of the school year, the employee shall be granted one (1) day of personal leave to be taken during the following school year, subject to operational requirements.*
2. *An employee in a rural school who has completed at least two years continuous service in the same school shall be entitled to one day of personal leave to be taken in the following school year subject to operational requirements. No personal day may be taken in conjunction with any other leave where the total leave would exceed two consecutive school days.*

20.02 Medical and Dental Referral

1. *A rural employee, who is required to travel to secure medical and/or dental attention will be granted leave for travel purposes at a time mutually agreeable.*
2. *An employee, who is referred by a medical or dental practitioner from one medical and/or dental facility to another facility within the Yukon, or to a facility outside the Yukon, will be granted leave for travel purposes at a time mutually agreeable.*
3. *The total number of days for travel purposes in 20.02.1 and 2 shall not exceed three (3) days, but may be extended at the discretion of the employer.*
4. *Before travel time in clause 20.02.1 or 2 is paid, the employee shall provide a certificate from a qualified medical practitioner or a qualified dental practitioner stating that the travel or referral was in fact necessary for the proper treatment of the employee.*
5. *Where an employee is granted leave for travel purposes, subject to clause 20.01.1 or 2, such leave shall not be deducted from an employee's earned sick leave or special leave credits.*

20.03 Religious

In any one year up to three (3) days leave will be granted with pay deducted at cost of substitute, to participate in specific (i.e. other than Sabbath or equivalent) religious holidays.

20.04 Citizenship .

*One (1) day of leave (which may be taken as two half days) will be granted with no loss of pay for an employee to **obtain** his/her Canadian citizenship.*

ARTICLE 21

MATERNITY, PATERNITY AND ADOPTION LEAVE

21.01 Maternity & Adoption Leave

An employee who becomes pregnant and intends to request maternity leave or an employee who intends to request adoption leave may apply for such leave in accordance with either Plan A or Plan B.

21.02 Plan A and Plan B

1. *In order to qualify for Plan A or Plan B, an employee must:*

- a) if she is pregnant, provide the employer with a certificate from a qualified medical practitioner **certifying** that she is pregnant and **specifying** the estimated date of delivery or, if he/she is adopting, notify the employer on approval of the adoption application; and*
- b) submit to the employer an application for leave at least eight (8) weeks prior to the commencement of the leave during which the birth is anticipated or in the case of adoption prior to the acceptance of custody of a child below the age of majority.*

21.03 1. *Subject to Article 21.04.2, an employee who qualifies is entitled to and shall be granted maternity or adoption leave without pay consisting of:*

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- a) a period not exceeding **fifty-two (52)** consecutive weeks from commencement of leave if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section 21.02.1(a) or in the case of adoption from the date of acceptance of custody; or*
 - b) a period of **fifty-two (52)** consecutive weeks from commencement of leave plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 21.02.1(a) and the actual date of delivery, if later.*

2. *The employer may vary the length of maternity leave on receipt of a certificate from the attending physician, stating that the employee is not capable of resuming her work at the scheduled time.*

3. *At its discretion, the employer may require an employee to submit a medical certificate certifying she is fit to continue to work when the employee opts to continue to work beyond **(8)** eight weeks prior to the anticipated delivery date.*

4. An adopting employee may commence leave at a later date than **that** provided for in Article 21.03.1 (a) as requested by the employee; however, the leave is to end not later than fifty-two (52) weeks **after** commencement of the leave.

21.04 1. An employee who has proceeded on maternity or adoption leave must notify the employer in writing at least four (4) weeks prior to the expected date of return to work. Failure to provide such notice may result in a delayed return to work date.

2. The **expiry** date of the maternity or adoption leave **will** coincide with the commencement date of a teaching cycle unless another date is mutually agreed to by the employee and employer.

3. An employee who is on an approved maternity leave of absence without pay pursuant to this Article may apply for and be granted sick leave during her maternity leave, provided that:

- a) she submits to the employer an application for sick leave together with a medical certificate from her attending physician **certifying** that the employee's sickness is directly related to her pregnancy; and
- b) the duration of the sick leave requested is restricted to the period of the sickness in (a) above; and
- c) the employee has sufficient sick leave credits to cover the period of time requested.

21.05 '1. An employee returning from maternity or adoption leave. within the current school year **shall** be reassigned to the same position **she/he** occupied prior to the leave or to one mutually agreeable to both the employee and the employer.

2. The employer will endeavour to place an employee returning from maternity or adoption leave in a subsequent school year in the same or equivalent position.

3. a) In the case of an incomplete pregnancy, death of the child, or other special situations, an employee may return to duty earlier than provided for in the agreed upon leave.
- b) The employee intending to make an **early** return to duty **will** submit a written application and a medical certificate to the employer providing four (4) weeks notice of such return to duty. Failure to provide such notice may result in a delayed return to work date.

4. During the period of maternity or adoption leave, benefits will not accrue. However, the period of maternity or adoption leave will count as continuous service for the purpose of calculating severance pay. **Time** spent on such leave shall be counted for pay increment purposes.
5. Where both parents are employees, they may both apply for adoption leave or maternity/paternity leave after the termination of pregnancy provided the combined total of such leave does not exceed the total maternity or adoption leave as **applicable** granted in this Article and the leave is taken in a single continuous **period** by each of the employees.

21.06 Plan A

1. An employee who has been granted maternity or adoption leave shall be permitted to apply up to ten **(10)** days of her/his accumulated sick leave against the Unemployment Insurance waiting period.

21.07 Plan B

- I. In order to qualify for Plan B, a pregnant or adopting employee must:
 - a) have completed twelve **(12)** continuous months of employment with the employer; and
 - b) provide the employer with proof that **she/he** has applied for and is eligible for and in receipt of maternity or adoption benefits under the Unemployment**Insurance** Act.

- 21.08** 1. An applicant for maternity or adoption leave must sign an agreement with the employer providing that:
- a) the employee will return to work and remain in the employ of the employer for the equivalent of at least six **(6)** full-time months following her/his return to work; and
 - b) the employee will return to work on the date of the **expiry** of the employee's maternity or adoption leave unless an amended date has been agreed to; and
 - c) should the employee fail to return to work as provided above, **she/he** is indebted to the employer for the full amount of pay received from the employer as a maternity or adoption allowance during the employee's entire period of maternity or adoption leave.

2. Notwithstanding Article **21.08.1**, at the employee's request, the employer may **authorize** an employee who has received maternity or adoption leave under Plan B to return to work on a half-time basis for a **period of twelve (12) months**.

21.09 1. In respect of the period of maternity or adoption leave, maternity or adoption leave allowance payments **made according** to the Supplementary Unemployment Benefit Plan **will** consist of the following:

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- a) where the employee is subject to a **waiting** period of two (2) weeks before receiving unemployment insurance maternity or adoption benefits, an allowance for that two-week period of ninety-three percent (93%) of his/her biweekly rate of pay in effect at the commencement of the leave, less any other monies earned during this period; and
 - b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Unemployment Insurance benefits that the employee received at the actual time of the leave and ninety-three percent (93%) of his/her biweekly rate of pay in effect at the commencement of the leave, less any other monies earned during this period.

2. Where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments made under Article **21.09** shall be adjusted accordingly.

21.10 Subject to the provision of the **UI** Benefit Regulations, should the mother die or become incapacitated and unable to attend to the newborn, the father may become eligible for Maternity Plan B benefits.

21.11 For the purpose of the payments received under the Supplemental Unemployment Benefit Plan, the Plan shall provide that:

- (i) the employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan; and
- (ii) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

^a **21.12** **Paternity Leave**

*On the birth or adoption of a child, an employee may **apply** for and shall be granted a maximum of three (3) special leave days with pay to be used as adoption leave or paternity leave, providing the employee has not been granted leave under Plan A or Plan B.*

21.13 *In addition to the leave granted in 21.12 a father employed in a rural school shall be entitled to two (2) days special leave with pay on the birth of his child.*

ARTICLE 22

INJURY ON DUTY

- 22.01 Employees shall, as soon as practical, report all personal injuries **and/or** accidents which occur on the job to the school principal, who **will** investigate the accident, where required, pursuant to the Yukon Occupational Health and **Safety** Act, as amended from time to time.
- 22.02 An employee who is injured on the job and as a result is unable to perform the duties of his/her position as a result of:
- a) personal injury accidentally received in the **performance** of his or her duties and not caused by the employee's **willful** misconduct;
 - b) sickness resulting from the nature of employment;
 - c) over-exposure to radioactivity or other hazardous conditions in the course of employment; or
 - d) personal injury accidentally received in the performance of extra-curricular activities specifically sanctioned by the employer, and not caused by the employee's **willful** misconduct,
- shall be granted sick leave pursuant to Article **19**.
- 22.03 Where the claim is approved by the Workers' Compensation Health & Safety Board (**WCH&SB**) and where the employee agrees to pay the employer all funds the employee is entitled to receive from the **WCH&SB**, the employee shall be granted injury on duty leave with pay for the period from the date of accident to the date of claim approval, to a maximum of three **(3)** months. Sick leave credits used pending approval of the claim shall be **recredited** to the employee when the claim is approved.
- 22.04 If the **WCH&SB** determines that the employee is unable to return to work after **expiry** of the injury on duty leave **with** pay, the employee shall be placed on leave without pay pursuant to **Article 24** and shall receive wage loss benefits as outlined under the Workers' Compensation' Act, as amended from time to time.

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ARTICLE 23

COURT LEAVE

23.01

Leave of absence with pay shall be given to an employee, other than an employee on leave of absence without pay or under suspension, who is required other than in the performance of his or her normal duties:

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- a) to serve on a jury; or
 - b) by subpoena or summons to attend as a witness in any proceeding held:
 - i) in or under the authority of a court of justice or before a grand jury;
 - ii) before a court, judge, justice, magistrate, or coroner;
 - iii) before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons, otherwise than in the performance of normal duties;
 - iv) before the Legislative Council, Legislative Assembly or any committee thereof that is **authorized** by law to compel the attendance of witnesses before it, or
 - v) before an arbitrator or umpire or a person or body of persons **authorized** by law to make an inquiry to compel the attendance of witnesses before it.

provided that should such duty in a jury or as a witness so permit, the employee shall immediately return to work when possible in time to complete at least one-half (1/2) day's instructional work.

ARTICLE 24

LEAVE OF ABSENCE WITHOUT PAY

24.01 Where operational requirements permit, the employer may grant to an employee a leave of absence without pay.

24.02 When an employee is granted leave without pay, a sum of the number of instructional hours per day divided by **950** hours times the employee's annual salary shall be deducted from the annual salary paid to the employee for each day of absence.

24.03 1. Where an employee has been granted a year's leave of absence without pay, the employer will endeavour to place the employee upon return to the same or an equivalent position and, if possible, within the same community.

2. An employee shall notify the employer in writing of his or her intention to return to duty at /east three **(3)** months prior to the termination date of his or her leave. Failure to notify the employer in writing may result in the employee's termination of employment.

24.04 **Marital**

One **(1)** days leave without pay **will** be granted to enable an employee to attend the employee's own marriage ceremony.

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ARTICLE 25

SUPPLEMENTARY PSHCP, DISABILITY INSURANCE PREMIUMS

25.01 ^{70D}/₇₅ The employer will pay seventy-five percent (75%) of the cost of employee Supplementary PSHCP premiums and Disability Insurance premiums.

25.02 ^{70E}/₈₅ The employer will pay eighty-five percent (85%) of the cost of the dental plan premiums,

25.03 ^{71/9} a) In regard to Article 25.01 and 25.02, all benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plans provided by the carrier(s), as may be amended from time to time by the carrier(s).

b) Provided that the employer fulfils its responsibility to pay its share of the premiums for the applicable benefit coverage, the employer cannot be held responsible or liable for the rejection of any claim by the carrier(s).

c) The following provision is provided for information purposes only for the employees covered by the Disability Insurance and/or Supplementary PSHCP Plans.

In the event the employee wishes to dispute the rejection by the carrier of his/her eligibility or entitlement for benefit coverage under the Disability Insurance Plan or the Supplementary PSHCP, the employee may bring his/her dispute to the Advisory council established by the federal government. Should the employee's dispute not be satisfactorily resolved by the Advisory Council, the employee may seek redress, if available, in a court action against the carrier of the Plan.

d) The following provision is provided for information purposes only for the employees covered by the Dental Care Plan.

In the event that an employee wishes to dispute the rejection by the carrier of his/her eligibility or entitlement for benefit coverage under the Dental Care Plan, the employee may seek redress if available, in a court action against the carrier of the Plan.

25.04

An employee who is **entitled** to receive coverage under the Dental Plan, D. I., or Supplementary **PSHCP** may, subject to the terms of the policy, elect to continue his/her coverage during any period **after** the end of the month following the month that the employee commences a leave of absence without pay. If the employee elects to continue his/her coverage, the employee shall be required to pay to the employer, in advance, either his/her share of the premium contributions or **100%** of the cost of the premiums, depending on the terms of the policy, for such coverage **during** the period which exceeds the end of the month following the month that his/her leave of absence without pay commenced.

ARTICLE 26

LAYOFF

- 26.01** *The parties will undertake during the life of **1993-94** collective agreement, in joint consultation, to establish the criteria and procedure to be used in the case of a lay-off.*
- 26.02** *Agreement reached between the parties will form an amendment to the **1993-94** collective agreement, replacing this article.*

ARTICLE 27

SEVERANCE PAY

27.01 The daily rate of pay for severance pay will be calculated on the basis of the number of instructional hours per day divided by 950 hours times the employee's basic salary according to Appendix "A", "B", "C" or "D" as appropriate.

27.02 Dayf f

31/A

a) An employee who has more than 10 months of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay off.

32/10

b) In the case of an employee who is laid off for the first time following the signing of this agreement, the amount of severance pay shall be ten (10) days pay for the first five years and five (5) days pay for each succeeding complete year of employment, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and fifty (150) days.

c) In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement, the amount of severance pay shall be five (5) days pay for each completed year of continuous employment, less any period in respect of which the employee was granted severance pay, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and forty-five (145) days pay.

33/30

d) In no case shall the total amount of severance pay exceed one hundred and fifty (150) days pay, regardless of the number of times an employee is laid off.

27.03

Severance Pay on Resignation

31/c

An employee who has **five (5)** or more years of continuous employment is entitled to be paid, from the employer severance pay equal to the amount obtained by multiplying the full-time equivalent of daily rate, by **2.5** on resignation by the number of full-time completed years of employment to a maximum of **thirty-five (35)** years. Part-time employment at any time during an employee's tenure of employment will be pro-rated for the calculation of pay under this Article. Upon resignation if the number of years when added for the purpose of the pay calculation results in a number of completed years and a fraction of another, where that fraction is less than **.5** of a year the total number of years will be rounded down, where the fraction is **.5** or more the number will be rounded up. It is understood that this rounding does not take place during each year of partial service but takes place only once in calculating the cumulative effect determining severance pay.

27.04

Severance Pay on Retirement

31/g

On termination of employment, an employee who is entitled to and is in receipt of an immediate annuity or immediate allowance under the Public Service Superannuation Act shall be paid severance pay equal to the product obtained by multiplying **five (5)** times the equivalent of the full-time daily rate, by the number of full-time completed years of employment to a maximum of **thirty-five (35)** years, less any period in respect of which the severance pay was granted. Part-time employment of any time during an employee's tenure of employment will be pro-rated for the calculation of pay under this Article. It is understood that upon retirement the severance pay calculation shall be rounded off as described in Article **27.03**.

ARTICLE 28

YUKON BONUS

Preamble

The purpose of this Article is to provide a benefit to those employees who live and reside in the Yukon and remain in the employment of the employer.

An employee at the time of making an application for a Yukon Bonus must be employed by this employer and, in addition, the employee must have completed a minimum of one school year of continuous service with this employer.

- 28.01**
- a) *An employee hired after ratification of the **1993** collective agreement who completes two school years of continuous **service** with the Yukon Government, shall be entitled to a Yukon Bonus, which may be claimed at the end of the school year or within a twelve **(12)** month period from the date upon which the employee completed the second year of continuous service.*
 - b) *For each additional school year of continuous service subsequent to his/her first year of service, an employee is entitled to a Yukon Bonus, which may be c/aimed at the end of the school year or within a twelve **(12)** month period from the date upon which the employee becomes eligible for the bonus.*
 - c) *An employee who does not c/aim the Yukon bonus in the manner prescribed by the Public Service Commission within the periods identified in (a) and **(b)** above will lose entitlement to the bonus.*
 - d) *Notwithstanding **28.01 (c)** an employee who proceeds on **authorized** Leave Without Pay and who has not claimed a Yukon Bonus under **28.01 (a)** or **(b)** above, may claim the earned bonus during the school year following the leave.*

28.02 *The Yukon Bonus to which an employee is entitled pursuant to Article **28.0** 1 shall be paid as follows:*

- a) *A sum of money (from which income tax may or may not be deducted at the employee's option) equivalent to two **(2)** economy return airline tickets from either Whitehorse or Watson Lake to Edmonton or Vancouver.*
- b) *Notwithstanding the above provisions, the rates payable under this Article shall be the rates payable as at December **31st, 1992**.*

Part-time Employees

A part-time employee shall receive a Yukon Bonus pro-rated on the basis of instructional hours worked.

28.04 . General

- a) *Educational leave will be considered as continuous service as it relates to the claiming of the Yukon Bonus.*
- b) *Any **authorized** leave without pay of less than six (6) consecutive months will be considered as continuous service as it relates to the claiming of the Yukon Bonus.*

★28.05 *Effective July 1, 1994, subsections 28.06 to 28.13 shall be deemed to form part of the MA collective agreement and shall replace the existing provisions for all Yukon Bonus entitlements occurring on or after July 1, 1994.*

★28.06 Bonus amount

*There shall be a Yukon Bonus travel benefit of **\$2,042**, from which income tax may or may not be deducted, at the employee's option.*

★28.07 Bonus for returning employees

*The Yukon Bonus provides a benefit to those employees who live and reside in the Yukon and **remain** in the employment of the employer. An employee who returns to work in the new school year and resigns within 30 days of its commencement is not entitled to a Yukon Bonus.*

★28.08 Bonus payable after one year of service

Subject to 28.09, an employee who completes one school year of continuous service with the Yukon government shall be entitled to a Yukon Bonus which may be claimed at the end of the school year or within a 12 month period from the date upon which the employee becomes eligible for the Bonus.

★28.09 Exception - initial qualifying period

An employee hired after September 20, 1993 must complete two initial school years of continuous service before being eligible to claim a Yukon Bonus which may be claimed at the end of the school year or within a 12 month period from the date upon which the employee completed the second school year of continuous service.

★28.10 Bonus payable each year thereafter

*For each full school year of continuous service subsequent to their initial qualifying period of service, an employee is entitled to a Yukon Bonus which may be claimed at the end of the school year or within a **12** month period from the date upon which the employee becomes eligible for the Bonus.*

★28.11 Part-time employees

A part-time employee shall be entitled to a Yukon Bonus prorated on the basis of instructional hours of continuous service worked.

★28.12 Bonus not claimed is forfeit

An employee who does not claim the Yukon Bonus in the manner prescribed by the Public Service Commission within the periods identified above will lose entitlement to the Bonus.

★28.13 Bonus prorated for leaves of absence without pay

*if an employee takes **authorized** leave without pay in excess of **30** consecutive calendar days, other than maternity, paternity, adoption, or educational leave, their Yukon Bonus shall be reduced proportionally for each period of **30** consecutive calendar days of leave without pay that they take.*

ARTICLE 29

TRAVEL BONUS

- 29.01**
- 1.** *All full-time employees working in schools outside of Whitehorse shall be entitled to submit a claim once per school year to recover the cost of one (1) round-trip to Whitehorse at the mileage rate paid to an employee in accordance with the employer's current Interview and Relocation Expense Directive.*
 - 2.** *"Current" means the mileage rate in effect on the date the employee submits the claim to the Department, and the "round-trip" shall be based on the official road mileage distance from the employee's community to Whitehorse return.*
 - 3.** *Employees in receipt of the Old Crow Allowance, pursuant to Article 31, shall not be entitled to claim a travel bonus under this Article.*
 - 4.** *A part-time employee shall receive the travel bonus pro-rated on the basis of instructional hours worked.*

ARTICLE 30**COMMUNITY ALLOWANCE**

30.01 *Effective September 1, 1990 employees assigned to a school located in a community listed below shall receive the annual community allowance indicated. The allowance shall be paid biweekly.*

- | | | |
|----|--|----------------|
| a) | Carcross | \$ 500 |
| b) | Haines Junction, Teslin, Carmacks | \$ 800 |
| c) | Watson Lake, Dawson City, Faro | \$1,200 |
| d) | Mayo, Ross River, Pelly Crossing,
Destruction Bay, Beaver Creek | \$1,700 |

30.02 *No employee will suffer a reduction in his/her current community allowance by reason only of signing this agreement. Employees who transfer from community to community will receive the appropriate community allowance as indicated in Article 30.01.*

ARTICLE 31

OLD CROWALLOWANCE

31.01 *In addition to salaries, employees in Old Crow will upon application be paid the following allowances **after** one year of continuous **service**:*

- i) a) an Old Crow allowance of **\$3,000** per annum;*
- b) a freight allocation of **\$1,400** per annum;*
- c) a sum of money equivalent to one economy return airfare ticket from Old Crow to Whitehorse.*

- ii) a) During the second and subsequent continuous years of employment in Old Crow employees will receive an additional return trip from Old Crow to Whitehorse by regular scheduled aircraft. If the employer provides a chartered aircraft on the same day as the employee wishes to depart, the employee must use this charter if space is available. The employee may elect to accept the equivalent cash value.*

ARTICLE 32

STAFF ACCOMMODATION

32.01 Before introducing a rental increase, the employer will give each teacher so affected at least three **(3)** month's advance notice of the effective date of the increase. **The** maximum percentage increase in rent for any **12** month period shall not exceed the percentage increase negotiated on the salary grid for that **12** month period.

32.02 **Forced Transfer to New Staff Accommodation in the Community**

Where the Yukon Housing Corporation replaces an existing staff unit of accommodation with a new unit of accommodation because the old staff accommodation has been disposed of or deleted from the Corporation's housing stock, the following conditions shall apply:

The teacher, where practical, will receive six **(6)** months advance notice of the Yukon Housing Corporation's intention to replace or abolish the teacher's current staff accommodation and to build or provide new staff accommodation to replace the unit to be disposed of.

1st Stage

Upon the teacher's occupancy of the new unit of accommodation, the teacher shall pay his or her previous rent or all-inclusive rent (including utilities) as the case may be for a period of twelve **(12)** consecutive months from the date of occupancy of the new unit of accommodation, subject to the rental increase mentioned in paragraph one; and

2nd Stage

For the next twelve **(12)** consecutive months, the teacher shall pay the assigned comparative market rent for the new **staff** unit of accommodations less fifty-two dollars and fifty cents **(\$52.50)** per months. The teacher **shall** be responsible for the cost of utilities (fuel and **electricity**); and

3rd Stage

For the next twelve **(12)** consecutive months, the teacher shall pay the assigned comparative market rent for the new staff unit of accommodations less twenty-six dollars and twenty-five cents **(\$26.25)** per month and **shall** be responsible for the cost of utilities (fuel and **electricity**), and thereafter;

Final Stage

The teacher will pay full comparative market rent and the cost of utilities for the unit of accommodation the teacher occupies.

32.03 a) **Transferred from one Community to Another at Employer's Direction:**

Not Paying Comparative Market Rent

Where the employer transfers a teacher from one community to another and the teacher is required to occupy a different unit of accommodation, the teacher shall be protected at the teachers former all-inclusive rent (including utilities), if applicable, subject to the rental increase mentioned in paragraph one, until such time as the former accommodation is replaced by a new staff unit of accommodation, and the teacher would have been subject to the phase-in program for comparative market rent due to a forced transfer. The teacher will then proceed to be phased into comparative market rent for the unit now occupied, in accordance with the above four stages.

b) **Paying Comparative Market Rent:**

*Where the employer transfers a teacher from one community to another and the teacher is required to occupy a different unit of accommodation the teacher shall be protected at the **teacher's** former basic shelter rent for a period of twelve (12) months **from** the date of occupancy, unless upon transfer, the teacher goes to a unit of accommodation that has a basic shelter rent less than the former rate. The teacher will be required to continue paying the cost of utilities. **After** the initial twelve (12) months of occupancy, the teacher shall be phased into the higher comparative market rental rate in stages agreed to by the Staff Accommodation Committee.*

ARTICLE 33

6/1

JOINT CONSULTATION

- 33.01**
- a) *A Joint consultation Committee shall be established consisting of two representatives of the Association and two representatives appointed by the employer, to consider matters related to the application of the salary schedules, payment of salaries, educational leave, professional improvement and other matters of mutual interest to the parties.*
 - b) *Subject to limitations imposed by statute, the conventions and practices of the Legislative Assembly and Cabinet, the employer agrees to consult **with** the Association on new policies and directives prior to their implementation if such policies and directives affect members of the bargaining unit in their employment relationships.*

ARTICLE 34

PREPARATION TIME

34.01 Definitions

- a) *"Instructional time" is defined as the annual number of instructional hours specified in Section 46 of the Education Act (935 hours).*
- b) *"Preparation time" is defined as those instructional hours during which the teacher is not required to be in contact with the students for the purpose of instruction or supervision.*
- c) *For the purpose of this Article "teacher" also includes Specialist Teachers, Learning Assistance Teachers, Program Implementation Teachers and Teacher Librarians.*

- 34.02**
- a) *Effective September 1, 1993, teachers shall be entitled to a minimum of 30 minutes a day of their total instructional time when averaged over the school year to be used as preparation time.*
 - b) *Such time shall be taken in blocks of no less than 20 minutes duration.*
 - c) *This time may be used for **conferencing**, consultation and collaborative planning where mutually agreeable to the employee and employer.*

ARTICLE 35

CLASS SIZE

35.01 Objective

It is the employer's objective to ensure class sizes that are conducive to an effective learning situation.

35.02 Maximum Size

*Where possible to do so, classes will be established by the end of September each year. Maximum size for **regularly** scheduled classes shall be:*

Kindergarten	20 pupils
Grades 1 to 3	23 pupils
Grades 4 to 3	26 pupils
Grades 10 to 12	28 pupils
Equivalency Ed.	12 pupils
I.E. or Home Ec.	16 pupils

35.03 Safety

*Where safety is a factor, the number of pupils in a laboratory, shop, or other **specialized** classroom shall not exceed the number for which the facilities were designed.*

35.04 Remedy

*The school **and/or** the employer are expected to take action to address a class size situation when the guidelines are exceeded by:*

- a) Three **(3)** pupils in classes K to **12**.*
- b) Two **(2)** pupils in a laboratory, shop or Equivalency Education Class where safety is not a factor.*
- c) Notwithstanding (a) and (b) above, in the case of multi-grade classrooms, the maximums are not to be exceeded by more than one student.*

35.05

Assistance

The assistance provided when the guidelines are exceeded shall be determined in consultation with the principal. If it is not possible to reduce the class size to the guideline, the assistance shall be in the form of additional school staff unless other arrangements are mutually agreed to by the teacher, the principal and the employer.

35.06

Appeal

in the event that actions taken by either the school or the administration do not resolve the situation, either party may refer the matter to the grievance procedure in the collective agreement.

ARTICLE 36

EXTRA CURRICULAR ACTIVITIES

36.01 *Definition*

"Extra Curricular Activities" are defined as those activities which occur outside regular school hours or beyond Yukon curricula and programs.

36.02 *Both parties encourage participation in extra curricular activities as an important aspect of school life and student development.*

36.03 *While the employer and the Association **recognize** that extra **curricular** activities may be an important aspect of a pupil's life and that it is desirable that employees be involved in them, all participation by Association members in these activities is voluntary.*

ARTICLE 37

STAFF MEETINGS

- 37.01** *Employees shall not be required to attend staff meetings:*
- a) on weekends, holidays or other days when school is not in session;*
 - b) during lunch break, unless agreed to by all staff members;*
- 37.02** *However, both parties **recognize** that staff meetings prior to the commencement of a school term are beneficial.*
- 37.03** *One week notice of regular staff meetings shall be given, including an agenda of items to be considered.*
- 37.04** *All employees shall have the right to place items for consideration on the staff meeting agenda.*

ARTICLE 38

HEALTH AND SAFETY

- 38.01** *The employer, the Association and the employees agree to work together to ensure the occupational health and safety of all employees as **outlined** in the Yukon Occupational Health and Safety Act, as amended from time to time. Employees shall refer all such matters to the school principal who shall, in turn, refer them to the school Safety Committee or Safety Representative.*

ARTICLE 39

14/1 **SEXUAL HARASSMENT**

39.01 *The Association and the employer **recognize** the right of all employees to work in an environment free from sexual harassment. The employer undertakes to discipline any employee who engages in the sexual harassment of an employee.*

ARTICLE 40

7/1

NODISCRIMINATION

40.01 Both **parties** agree that there **will** be no discrimination against any person on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, whether **she/he** has children, or because he/she is participating in the activities of the Association, carrying out duties as a representative of the Association or involved in any procedure to interpret or enforce the provisions of the collective agreement.

ARTICLE 41

PERSONNEL FILES

- 41.01** *Personnel files **shall** be in the custody of the Public Service Commission and **shall** not be accessible to other than appropriate administrative officials of the school district. .*
- 41.02** *The personnel file for each teacher shall be maintained at the Public Service Commission office. Any files relating to a teacher shall be consolidated when the teacher leaves.*

ARTICLE 42

TECHNOLOGICAL CHANGE

42.01 In this Article, "technological change" **shall** mean:

- a) the introduction - by the employer into its workplace of any equipment or material of a different nature or kind than that previously in use; or
- b) a change in the manner in which the employer requires an employee to carry on his/her work, that is related to the introduction of that equipment or material.

42.02 if the employer introduces a technological change that will have a direct negative impact on any member of the bargaining unit:

22/A

- a) The employer will provide one hundred and twenty (120) days advance written notice of the **technological** change to the Association. The notice shall describe the nature of the technological change, the proposed date on which it will take effect, and the number of employees who will be affected as a direct result of the technological change.
- b) The employer **will**, upon the request of the Association, meet with the Association as soon as possible **after** providing the above' notice in order to discuss the technological change. if requested in writing by the Association, the employer **will** provide the Association with a written description of the technological. change, the purpose of the technological change, and the name of the employees, if known, who will be affected as a direct result of the technological change.

42.03 Resulting Agreements

When the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a Letter of Understanding between the patties. Such Letters of Understanding between the patties **shall** have the same **effect** as the provisions of the existing agreement and shall be subject to the grievance procedure pursuant to the Education Act. Such agreements may include among other things:

22/D

- a) the provision of training or retraining to one or more employees; or
- b) the transfer or reassignment of employees to other assignments.

ARTICLE 43

DEFERRED SALARY LEAVE PLAN

- 43.01** *in accordance with the terms of the plan, employees are eligible to apply for the Deferred Salary Leave Plan. Copies of the plan may be obtained from the Superintendent of Education or the Yukon Teachers' Association. The Department of Education will make **available** four (4) openings in the Deferred **Salary** Leave Plan each year.*

ARTICLE 44

REOPENER OF AGREEMENT

44.01 *This agreement may be amended by mutual consent between the employer and the Association.*

*Under subsection 5(2) of Bill 94, "Public Sector Compensation Restraint Act, 1994", the parties to the YTA collective agreement may, by agreement in writing, make any amendment to the collective agreement other than an amendment in relation to **compensation** as defined in subsection 6(1) of Bill 94.*

ARTICLE 45

DURATION AND RENEWAL

45.01 Under subsection 4(2) of Bill 94, "Public Sector Compensation Restraint Act, 1994", the term of the MA *collective* agreement is extended until the end of June 30, 1997. No referral to arbitration or to a conciliation board shall be made under the Education Act during the term of the extended YTA collective agreement. Any such referral made prior to the coming into force of this subsection is void.

SOA/1

<div>Appendix "A"</div> <div>Schedule I</div> <div>Salary Table</div> <div>Effective September 1, 1993</div>					
Years of Experience	Category II	Category III	Category IV	Category V	Category VI
0 gross	32,734.00	37,220.00	43,520.00	46,835.00	48,430.00
@ 26	1,258.99	1,431.55	1,673.85	1,801.33	1,862.68
1	34,123.00	38,823.00	45,570.00	48,921.00	50,547.00
	1,312.42	1,493.18	1,752.70	1,881.56	1,944.10
2	35,510.00	40,423.00	47,618.00	50,996.00	52,657.00
	1,365.78	1,554.72	1,831.47	1,961.40	2,025.26
3	36,899.00	42,024.00	49,668.00	53,080.00	54,771.00
	1,419.17	1,616.31	1,910.31	2,041.56	2,106.56
4	38,285.00	43,626.00	51,717.00	55,161.00	56,886.00
	1,472.49	1,677.93	1,989.12	2,121.59	2,187.91
5	39,675.00	45,227.00	53,767.00	57,245.00	59,000.00
	1,525.97	1,739.51	2,067.97	2,201.74	2,269.25
6	41,062.00	46,827.00	55,815.00	59,327.00	61,114.00
	1,579.33	1,801.02	2,146.73	2,281.82	2,350.55

a

Appendix "A"
Schedule I

Salary Table
Effective September 1, 1993

Years of Experience	Category II	Category III	Category IV	Category V	Category VI
7	42,452.00	48,430.00	57,865.00	61,409.00	63,228.00
	1,632.76	1,862.68	2,225.58	2,361.90	2,431.86
8	43,840.00	50,033.00	59,916.00	63,492.00	65,342.00
	1,686.16	1,924.35	2,304.46	2,442.01	2,513.17
9	45,227.00	51,632.00	61,970.00	65,572.00	67,453.00
	1,739.51	1,985.85	2,383.46	2,522.01	2,594.36
10	46,615.00	53,236.00	64,018.00	67,657.00	69,571.00
	1,792.87	2,047.55	2,462.23	2,602.20	2,675.82

I Principals and Vice Principals Allowance

*in addition to the basic salary, each **principal** shall be paid an **annual** administrative and supervisory allowance as follows:*

Effective September 1, 1992

Basic Allowance:

*Determined by the category of the school, criteria based on number of programmes supervised - a) Primary **and/or** Intermediate, or b) Junior High **and/or** Senior High.*

Category 1 (1 programme) **\$4,000**

Category 2 (2 programmes) **\$5,000**

Supervisory Allowance:

*Based on the **actual** number of professional staff (teachers) and **para** professional staff (educational assistants, remedial tutors, native language instructors) supervised, up to and including a maximum of **42** on the regular¹ staff of the school, as follows:*

2 - 6 Professionals **\$520\year\employee**
& Para Professionals

7 - 18 Professionals **\$480\year\employee**
& Para Professionals

19 - 42 Professionals **\$394\year\employee**
& Para Professionals

*The allowance **payable** to a **Vice** Principal shall be **50%** of the allowance paid to the Principal of that school.*

ii Residence Headmaster Allowance:

*in addition to the regular salary the Headmaster of **Gadzoosda** Residence **will** be paid the basic administrative allowance for a Category 1 School.*

II

Department Heads:

Department Heads shall receive an allowance as follows:

Effective	Major Head (4 or more teachers in the same or related subject areas)	Minor Head (2 - 3 teachers in the same or related subject areas)
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Jan. 1\93

1,852

1,058

Appendix "B"**Remedial Tutors
Effective September 1, 1993**

Years of Experience	Level 1	Level 2	Level 3	Level 4
0	19.09	19.42	20.06	20.70
1	19.42	20.06	20.70	21.37
2		20.70	21.37	22.00
3			22.00	22.64
4			22.64	23.31
5				23.94
6				24.59
7				25.24

Level 1 *Less than High School graduation.*

Level 2 *High School graduation or equivalent standing.*

Level 3 *High School graduation or equivalent standing, and two pertinent post secondary courses.*

Level 4 *Completion of Remedial Tutors course, interdisciplinary Training Program offered by the Department of Education, or completion of two years of university.*

Appendix "C" Aboriginal Language Teachers Effective September 1, 1993 Completion of Aboriginal Language Teacher's Program:			
	Category II	Category III	Category IV
Step 0	31,175	35,449	41,448
Step 1	32,500	36,974	43,399
Step 2	33,818	38,497	45,351
Step 3	35,142	40,023	47,303
Step 4	36,462	41,546	49,253
Step 5	37,786	43,074	51,208
Step 6	39,105	44,596	53,157
Step 7	40,431	46,124	55,110

Instructors not completing Yukon College Aboriginal Language Teachers' Program will be paid at 80% of the Step 0 rate.

Appendix "D"				
Educational Assistants (a) Effective September 1, 1993				
Years of Experience	Level 1	Level 2	Level 3	Level 4
0	23,777	24,182	24,980	25,777
1	24,182	24,980	25,777	26,602
2		25,777	26,602	27,399
3			27,399	28,195
4			28,195	29,019
5				29,816
6				30,627
7				31,424

Level 1 Less than High School graduation.

Level 2 **High** School graduation or equivalent standing.

Level 3 High School graduation or equivalent standing, supplemented with one year post secondary training in one of the following related fields:

Special Education
Teacher Education
Early Childhood Education
Social Services
Medical Services

Level 4 Completion of two years post secondary training in one of the related **fields** above.

Appendix "A"
Schedule I

Teacher Pay Grid
Effective January 1, 1995
-2% Adjustment to Salaries and Grid

Years of Experience	Category II	Category III	Category IV	Category V	Category VI
0	32,079 1,233.81	36,476 1,402.92	42,650 1,640.38	45,898 1,765.31	47,461 1,825.42
1	33,441 1,286.19	38,047 1,463.35	44,659 1,717.65	47,943 1,843.96	49,536 1,905.23
2	34,800 1,338.46	39,615 1,523.65	46,666 1,794.85	49,976 1,922.15	51,604 1,984.77
3	36,161 1,390.81	41,184 1,584.00	48,675 1,872.12	52,018 2,000.69	53,676 2,064.46
4	37,519 1,443.04	42,753 1,644.35	50,683 1,949.35	54,058 2,079.15	55,748 2,144.15
5	38,882 1,495.46	44,322 1,704.69	52,692 2,026.62	56,100 2,157.69	57,820 2,223.85
6	40,241 1,547.73	45,890 1,765.00	54,699 2,103.81	58,140 2,236.15	59,892 2,303.54
7	41,603 1,600.12	47,461 1,825.42	56,708 2,181.08	60,181 2,314.65	61,963 2,383.19
8	42,963 1,652.42	49,032 1,885.85	58,718 2,258.38	62,222 2,393.15	64,035 2,462.88
9	44,322 1,704.69	50,599 1,946.12	60,731 2,335.81	64,261 2,471.58	66,104 2,542.46
10	45,683 1,757.04	52,171 2,006.58	62,738 2,413.00	66,304 2,550.15	68,180 2,622.31

<div> <div>Appendix "B"</div> <div> Remedial Tutors Pay Grid Effective January 1, 1995 -2% Adjustment to Salaries and Grid </div> </div>				
Years of Experience	Level 1	Level 2	Level 3	Level 4
0	18.71	19.03	19.66	20.29
1	19.03	19.66	20.29	20.94
2		20.29	20.94	21.56
3			21.56	22.19
4			22.19	22.84
5				23.46
6				24.10
7				24.74

Level 1 - Less than High School **Graduation**

Level 2 - High School graduation or equivalent standing

Level 3 - High School graduation or equivalent standing, and two pertinent post secondary courses

Level 4 - Completion of Remedial Tutors course, **Interdisciplinary** Training Program offered **by** the Department of Education, or completion of two years of university.

Aboriginal Language Teachers Pay Grid Effective January 1, 1995 -2% Adjustment to Salaries and Grid				Appendix "C"
Step	Category II	Category III	Category IV	
0	30,552	34,740	40,619	
1	31,850	36,235	42,531	
2	33,142	37,727	44,444	
3	34,439	39,223	46,357	
4	35,733	40,715	48,268	
5	37,030	42,213	50,184	
6	38,323	43,704	52,094	
7	39,622	45,202	54,008	

Instructors not completing Yukon College Aboriginal Language Teachers' Program will be paid at 80% of the Step 0 rate.

<div> <div>Appendix "D"</div> <div> Educational Assistant Pay Grid Effective January 1, 1995 -2% Adjustment to Salaries and Grid </div> </div>				
Years of Experience	Level 1	Level 2	Level 3	Level 4
0	23,301	23,698	24,480	25,261
1	23,698	24,480	25,261	26,070
2		25,261	26,070	26,851
3			26,851	27,631
4			27,631	28,439
5				29,220
6				30,014
7				30,796

- Level 1 - Less than High School graduation
- Level 2 - High School graduation or equivalent standing
- Level 3 - High School graduation or **equivalent** standing, supplemented with one year post secondary training in one of the following related fields:
- Special Education
 - Teacher Education
 - Early Childhood Education
 - Social **Services**
 - Medical Services
- Level 4 - Completion of two years of post secondary training in one of the related fields above.

LETTER OF UNDERSTANDING

PAY DISTRIBUTION

Notwithstanding Article 2.01 (d) the purpose of this letter is to provide grandparent protection to the following employee who may continue to elect to have his biweekly rate of pay distributed over 22 pay periods:

Don Roberts

*The above employee is required to **reapply** in September annually to receive his pay over 22 pay periods. This option shall be implemented no later than the second day in October.*

LETTER OF UNDERSTANDING

TRANSFER CONDITIONS

The parties agree to develop a mutually agreeable procedure for staffing vacant positions when a transfer may be involved, including school administration positions.

*The parties further agree to develop mutually acceptable conditions which will **apply** to teacher transfers whether initiated by the employer or the teacher.*

*Agreement reached between the **parties will form** an amendment to the **1993-94** collective agreement, replacing this Letter of Understanding and forming a separate article in the collective agreement.*

LETTER OF UNDERSTANDING

RE: PENSION PLAN FOR PART-TIME EMPLOYEES

77/F

Effective **April 1, 1991**, the employer will make **available** for part-time employees a registered retirement savings plan based pension plan.

The plan will accommodate matching employee - employer contributions to a maximum of **6.5** percent of regular salary.

The plan will be optional for **all employees** at the date of signing this agreement. Once an employee **becomes a member** of the plan continuing participation is mandatory. The plan will be mandatory for all new part-time employees.

The plan will offer Vesting after two years participation by the employee.

The plan will not accommodate voluntary contributions during leaves of absence without pay.

LETTER OF UNDERSTANDING

EXAMINATION MARKERS

Teachers who are selected to act as final examination **markers** by the **BC** Ministry of Education are **eligible** for Government of Yukon **travel** and subsistence expenses. Applications for this assistance must be forwarded to the Yukon Department of Education by June **15th**.

LETTER OF UNDERSTANDING

INSTRUCTIONAL HOURS

*The parties agree that the terms and conditions of this agreement were negotiated on the basis of **950** school hours (i.e. **190** school days). If the number of instructional hours changes the parties agree to meet and discuss the impact on the various clauses in the agreement.*

LETTER OF UNDERSTANDING

EARLY RETIREMENT INCENTIVE PLAN

The parties agree to strike a committee *within* a month of signing the collective agreement for **1993** to explore the *possibility* of implementing an early retirement incentive plan.

Any such proposed plan shall be *economically* advantageous for the employer.

LETTER OF UNDERTAKING

The parties agree that after one year of school council operation, a joint assessment of demands on principals to attend meetings will be made to determine whether or not excessive time requirements exist. The joint assessment may result in a negotiated Letter of Understanding which will form part of the collective agreement.

